



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Agreement with Downtown Lodi Business Partnership for Downtown Events

MEETING DATE: November 18, 1998

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute an agreement with the Downtown Lodi Business Partnership (DLBP) to allow DLBP-sponsored events in the downtown area.

BACKGROUND INFORMATION: The City, the Chamber of Commerce, the DLBP and its predecessor, the Lodi Downtown Business Association (LDBA), have sponsored events in order to promote the downtown area.

In working with the DLBP recently on the Parade of Lights, it has become evident that the number of regularly-scheduled events sponsored by the DLBP throughout the year will be increasing. For ongoing events, we should have an agreement between the City and the DLBP similar to the one we have with the Chamber for the Street Faire. Thus, in an effort to streamline the process and become more responsive to the DLBP and its promotion of the Downtown, staff is recommending approval of a more generic agreement that will cover all DLBP-sponsored events throughout the year.

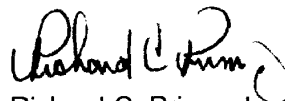
This type of generic agreement will address issues common to all events, such as insurance and responsibilities. The more event-specific issues, such as date, time, and area of the event will be spelled out in an encroachment permit. This process will retain the City's ability to condition an event, as necessary, through an encroachment permit, but will avoid the need for Council approval for each event. Staff time will be saved and the process for putting on an event will be simplified resulting in a benefit to the City, the DLBP, and the Downtown. The agreement provides for the DLBP to control Downtown events with the exception of:

1. Chamber of Commerce Street Faire (two times per year) as provided in the agreement between the City of Lodi and the Chamber of Commerce
2. Lodi and Tokay high school homecoming parades
3. Lodi Grape Festival Parade
4. Grape Bowl Classic Band Review

This agreement will only apply to DLBP-sponsored events within the Business Improvement Area shown in Exhibit A to the attached agreement.

The DLBP Board has reviewed the agreement and concurs with the recommendation.

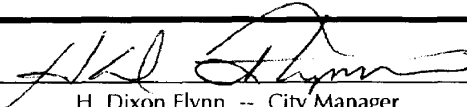
FUNDING: None needed at this time.


Richard C. Prima, Jr.
Public Works Director

Prepared by Robert Murdoch, City Engineer
RCP/RKM/lm
Attachment

cc: Mr. Alan M. Goldberg, President, DLBP
Barbara McWilliams, DLBP

APPROVED: _____


H. Dixon Flynn -- City Manager

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1998, by and between the CITY OF LODI, a municipal corporation ("City"), and the DOWNTOWN LODI BUSINESS PARTNERSHIP ("DLBP").

WITNESSETH:

1. PURPOSE.

The purpose of this agreement is to allow events involving street closures under the authority of the Downtown Lodi Business Partnership (DLBP) in order to promote interest in the community and downtown core, along with increasing consumer awareness of the services offered and to provide a wholesome atmosphere.

2. TERM.

This Agreement shall be automatically renewed upon City approval of the Business Improvement Association (BIA) budget unless specifically exempted.

3. TERMINATION OF AGREEMENT.

Either party to this Agreement shall have the right to terminate this Agreement at any time by giving the other party written notice of such intent to terminate, with or without cause.

4. RESPONSIBLE PERSONS.

It shall be the responsibility of the DLBP to keep City informed of the name, address and phone number of the person representing the DLBP with whom the City shall deal, and to whom all notices should be directed.

5. LOCATION.

All events conducted under this Agreement shall be conducted within that portion of Downtown known as the Business Improvement Area as adopted City Resolution No. 97-179. All vendors shall do business outside the fire lanes as designated by the City.

6. DAYS/HOURS

Permissible days and hours for an event shall be detailed in the Encroachment Permit

7. RESPONSIBLE PARTY.

The DLBP shall be primarily responsible for the events and for all necessary planning, physical facilities, equipment, fire lanes, and removal, cleanup, and staffing. DLBP shall also be responsible for any necessary permits and Code requirements for the conduct of such event as may be required by County and State agencies and coordination with appropriate City departments, such as Police and Fire. All necessary certificates and approvals by any health or other governmental organization shall be in the possession of the person participating in such event. At least 15 days prior to the event, the DLBP shall obtain an Encroachment Permit.

8. PARTICIPATION.

Participation in an event and use of the public right-of-way shall be limited to those members of the DBLP, in good standing with the organization, and those persons and vendors as may be approved by the DLBP.

9. CONDUCT OF EVENT.

DLBP shall be responsible for staging and location of all participants and vendors. No equipment, vehicle, or supporting structure shall be placed on any sidewalk or street except as specified on the Encroachment Permit. Vendors shall be limited to the sale of items specified on their application made to the DLBP. The DLBP shall insure that all vendors have obtained all necessary licenses. The DLBP shall be responsible for all necessary setup and cleanup, and the provision of adequate refuse containers as approved by the Public Works Director. At the conclusion of this event, streets shall be restored to a neat and orderly appearance. Electronic amplification, with the exception of entertainment sanctioned by the DLBP, shall be prohibited.

10. NOTIFICATION OF BUSINESSES AND HOMEOWNERS

The DLBP shall notify all businesses and homeowners who may be effected by an event. The notice shall contain the name and telephone number of a person who can answer questions about the timing, route, staging, associated activities, etc. for the event.

11. ENCROACHMENT PERMIT.

DLBP shall be required to obtain an Encroachment Permit for the conduct of an event described herein. The Permit shall provide all information the City deems necessary. The Permit shall be approved by the City Manager or his designee. Nothing in this Agreement shall dispense with such requirements or guarantee the issuance of a Permit. The City reserves the right to reject any Permit application.

12. DISPLAY OF BANNERS.

Banners to be displayed above and across streets shall be accomplished only with the mutual consent of the affected building property owners or their representative. Copies of those mutual agreements shall be submitted to the City. The DLBP shall take responsibility for maintenance of all anchoring and related apparatus, inspection, removal and placement of the banner. Banner installation shall not interfere with functioning or maintenance operations of City utilities and shall be removed at applicant's expense when requested by the City. The minimum height clearance shall be 17 feet from street surface to lowest point of a banner. The banners are to be displayed in a neat manner for a period not exceeding 60 days prior to and 5 days after the conclusion of the event. Banners to be displayed on street lights shall be as approved by the Public Works Department

13. EQUIPMENT.

City shall have no responsibility to provide any equipment, light, power, or other article necessary for the conduct of an event. DLBP shall provide necessary sanitary facilities in the form of portable toilets, in a number adequate to accommodate participants and spectators. Locations of sanitary facilities at sites other than public right-of-way shall require consent of property owner. Copies of those mutual agreements shall be submitted to the City upon request. Location of sanitary facilities within the public right-of-way or City-owned parking lots must be approved by the City.

14. VENDORS' LOCATIONS.

Vendors shall be located as approved by the DLBP and as specified in the Encroachment Permit.

15. INSURANCE.

DLBP shall furnish to the City of Lodi, prior to the commencement of an event, general liability insurance in a minimum amount of \$1,000,000, naming the City of Lodi as additional insured. Coverage afforded by such policy shall be deemed primary coverage, and not as excess coverage for any losses incurred by the City of Lodi. The DLBP may furnish an annual certificate of insurance covering all events.

16. RIGHT-OF-WAY OPEN TO PUBLIC.

During the conduct of an event, the streets and sidewalks within the closure limits shall remain open for access by pedestrians. A 24-foot emergency vehicle access lane in all streets and 15-foot clearance and accessibility to each fire hydrant shall be maintained at all times. At two-story structures and greater, emergency access shall be provided as required by the Fire Marshall.

17. VENDOR OR SIDEWALK SALES.

The City shall not approve vendor or sidewalk sales or other activities within the closure area for an event. The DLBP may allow such sales or events and shall permit sidewalk sales by businesses located within the closure area for goods and services normally provided by said business at no charge to the business. Sidewalk sale displays shall maintain pedestrian use of the public right-of-way in conformance with the Encroachment Permit.

18. NONCOMPLIANCE.

City may order the partial or total closure of an event for substantial noncompliance with any of the terms and provisions of this Agreement, or for any activity or circumstance amounting to a threat to health, safety or welfare.

19. HOLD HARMLESS.

DLBP and participants agree to hold harmless and indemnify the City for any losses or claims arising from or out of the conduct of an event by DLBP which is not directly attributable to the negligence of a City officer, agent or employee. Such hold harmless shall include the right to indemnify for any attorney's fees or costs incurred in the defense of any action arising therefrom.

20. AMENDMENTS.

Any changes from those as described in this Agreement are to be reviewed and approved in advance by the City Manager.

21. EXCLUSIONS

This agreement does not include, nor provide the DBLP with control of City sponsored events including, but not limited to, the following events:

- a) Chamber of Commerce Street Faire (two times per year) as provided in the agreement between the City of Lodi and the Chamber of Commerce
- b) Lodi and Tokay High School homecoming parades
- c) Lodi Grape Festival Parade

d) Grape Bowl Classic Band Review

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI, a municipal
corporation

DOWNTOWN LODI BUSINESS PARTNERSHIP

H. DIXON FLYNN
City Manager

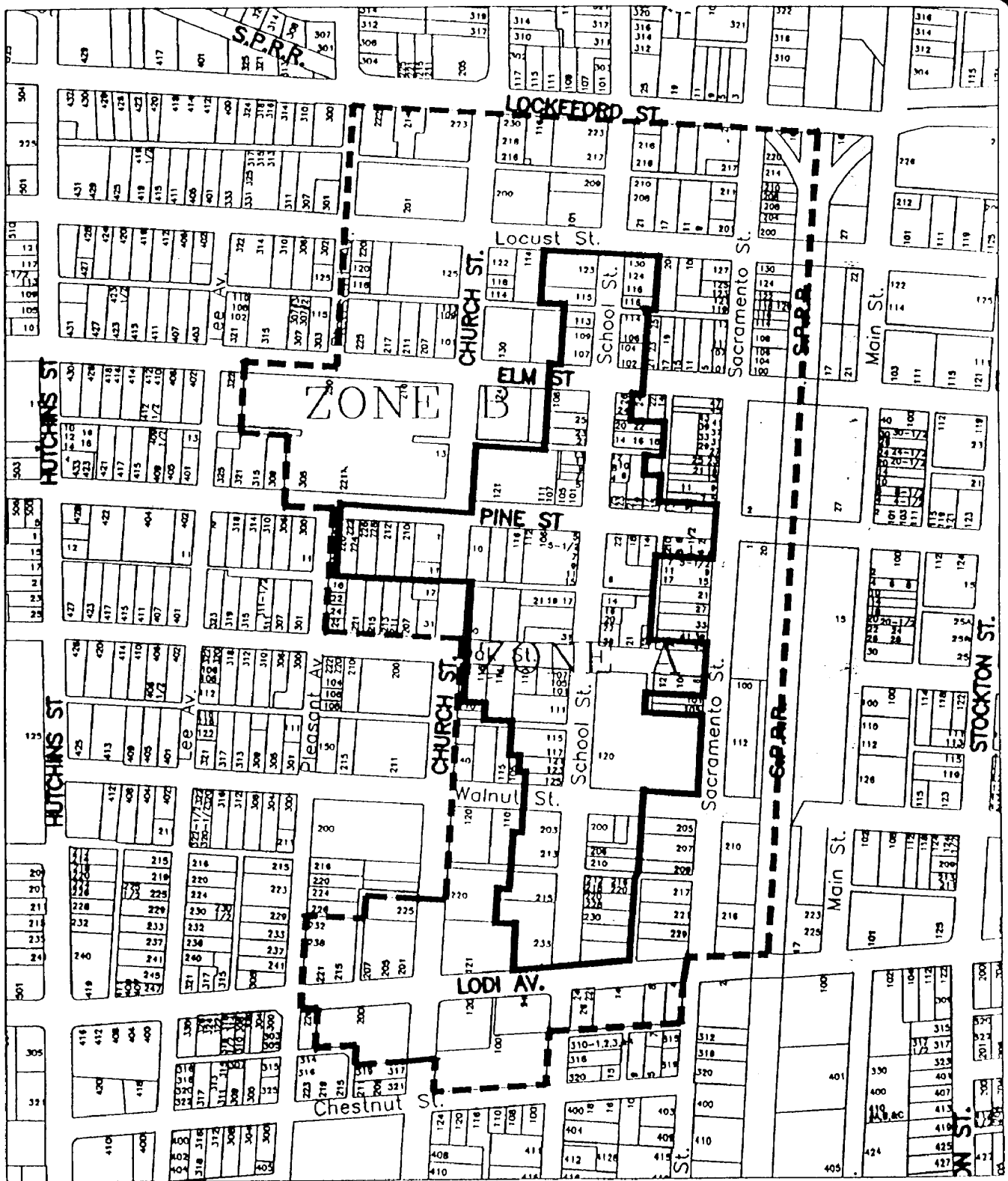
By _____

ATTEST:

ALICE M. REIMCHE
City Clerk

APPROVED AS TO FORM:

RANDALL A. HAYS
City Attorney



CITY COUNCIL

JACK A. SIEGLOCK, Mayor
KEITH LAND
Mayor Pro Tempore
ROBERT J. JOHNSON
STEPHEN J. MANN
PHILLIP A. PENNINO

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710

H. DIXON FLYNN
City Manager
ALICE M. REIMCHE
City Clerk
RANDALL A. HAYS
City Attorney

November 12, 1998

Mr. Alan M. Goldberg, President
Downtown Lodi Business Partnership
P. O. Box 1565
Lodi, CA 95241

Mrs. Barbara McWilliams
Downtown Lodi Business Partnership
c/o Poser's TV & Radio
208 South School Street
Lodi, CA 95240

SUBJECT: Approve Agreement with Downtown Lodi Business Partnership for
Downtown Events

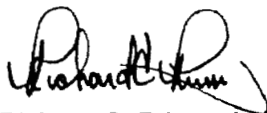
Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, November 18, 1998. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Alice Reimche, City Clerk, at 333-6702.

If you have any questions about the item itself, please call Bob Murdoch at 333-6706.



Richard C. Prima, Jr.
Public Works Director

RCP/lm

Enclosure

cc: City Clerk